

BEFORE THE DEPARTMENT OF LABOR AND INDUSTRY  
HUMAN RIGHTS BUREAU

CONCILIATION AGREEMENT

Charging Party,

HRB CASE NO.

v.

EEOC CASE NO.

Respondent

This Conciliation Agreement (agreement) is between, \*\*\*\* (charging party) and \*\*\*\* (respondent). On \*\*\*\* (date), the charging party filed a complaint alleging that the respondent discriminated against (him/her) in employment based upon \*\*\*\* (insert charge).

This Conciliation Agreement has been submitted to the Human Right Bureau (hereinafter referred to as the "Bureau") for review and approval of the affirmative relief in exchange for the Bureau's agreement not to redesignate the matter.

On \*\*\* (date), the Human Rights Bureau's investigation resulted in a finding of reasonable cause to believe the respondent had discriminated against the charging party. To resolve this case, the parties agree as follows:

1. The respondent agrees to pay the charging party the sum of \*\*\*\*\* . The respondent agrees that payment shall be made payable to the charging party and shall be delivered to the offices of the Human Rights Bureau with its copy of the signed agreement. The Human Rights Bureau will forward the check(s) to the charging party or (his/her) authorized representative, upon closure of the charge.
2. The parties acknowledge and agree that charging party shall be solely responsible for payment of any income taxes, FICA, or other assessments that accrue as a result of the payment under this agreement. Further, the parties acknowledge that the Human Rights Bureau is not responsible for advising the parties regarding the respective tax implications of this agreement.
3. The respondent agrees to conduct all employment practices in a manner which does not discriminate on the basis of race, color, national origin, religion, creed, age, physical or mental disability, marital status, or sex.  
  
*[If the respondent is the state or any of its political subdivisions, the protected classes will include political ideas.]*
4. The respondent agrees not to retaliate against any person for opposing unlawful discriminatory practices, filing a discrimination complaint, testifying, assisting or participating in a discrimination investigation or proceeding.

5. The respondent agrees to the following affirmative relief:
  - a.
  - b.
6. This agreement does not constitute an admission by the respondent of any violation of law and respondent enters into this agreement to resolve the matter without further proceedings.
7. The charging party agrees to discontinue this case and further agrees not to initiate or continue any other legal action under any theory in law or in equity based upon the facts underlying the present complaint. The respondent and the charging party agree that for consideration received to release, waive, and forever discharge the other party from any and all claims, demands, damages, actions, or causes of action both known and unknown which may be or could have been raised in any forum, which have arisen or may arise from charging party's employment with the respondent which are the subject of this complaint.

*[If the basis for the complaint is age: Charging Party waives any right or claim under the Age Discrimination in Employment Act (ADEA) knowingly and voluntarily. Charging Party has been given at least 21 days to consider this agreement and the parties understand that for at least 7 days following the execution of this agreement charging party may revoke the waiver of her right to the ADEA claim.]*

8. The agreement expressly includes payment for any and all attorney's fees and costs a party may have incurred regarding this matter.
9. After receiving the signed agreement, the Human Rights Bureau agrees to cease processing this case and agrees not to redesignate the complaint pursuant to 49- 2-210, MCA.
10. The signed agreement constitutes a request for closure of EEOC Case No. \*\*\*\*\*.
11. This agreement constitutes the entire agreement of the parties regarding this case. The parties have either obtained the assistance of counsel to advise them concerning the terms of this agreement or have waived legal assistance, knowing of their right to counsel. The parties have freely entered into this agreement.
12. Pursuant to any situation, which warrants such action, a party or the Human Rights Bureau, may compel compliance with the terms of this agreement. Venue of any action to compel compliance with the terms of this agreement shall be proper in Lewis & Clark County, Montana. The parties agree that this agreement will be admissible in any action to compel compliance. The prevailing party in any action to compel compliance with this agreement shall be entitled to recover reasonable attorney fees and costs.

13. This agreement may be executed by any one or more of the parties hereto in any number of counterparts, each of which, when so executed shall be deemed to be an original; and each such counterpart, bearing original signatures, together with this agreement shall thereupon and thereafter constitute one instrument.

Facsimile copies of signature pages shall be considered and are hereby deemed to be original signature pages for all purposes.

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Charging Party

Date

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Respondent

Date

FOR THE HUMAN RIGHTS BUREAU:

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Clarice V. Beck, Conciliator  
Human Rights Bureau

Date

I recommend approval of this Conciliation Agreement. The Human Rights Bureau is not bound by any confidentiality provision of this agreement pursuant 24.8.210, ARM.

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Katherine Kountz  
Bureau Chief

Date